

Administrative Review of Case 5888

Building permit and license to use the public right-of-way to plant three (3) blueberry bushes in the Magnolia Parkway public right-of-way.

Mr. & Mrs. Ralph Stephens
11 Magnolia Parkway

11 Magnolia Parkway



Figure 1: View of 11 Magnolia Parkway. Proposed location of blueberry bushes is to the right of the abutting driveway where the current Barberry bushes are located.

Chevy Chase Village Building Permit Application

Permit No: 5888

Property Address: 11 Magnolia Pkwy	
Resident Name:	
Daytime telephone: 301-656--6132	Cell phone:
After-hours telephone:	
E-mail: bstephens@attglobal.net	
Project Description: Remove several existing (invasive) barberry bushes and plant instead a native lowbush blueberry (vaccinium angustifolium) , maximum height 1' - 2'.	
<input type="checkbox"/> Check here if the construction will require the demolition of over fifty (50) percent of any existing structure.	
Primary Contact for Project:	
<input checked="" type="checkbox"/> Resident	<input type="checkbox"/> Architect
<input type="checkbox"/> Project Manager	<input type="checkbox"/> Contractor*
*MHIC/MD Contractor's License No. (required):	
Information for Primary Contact for Project (if different from property owner):	
Name:	
Work telephone:	After-hours telephone:
Cell phone:	
E-mail:	
Will the residence be occupied during the construction project? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
If no, provide contact information for the party responsible for the construction site (if different from above):	
Name:	
Address:	
Work telephone:	After-hours telephone:
Cell phone:	
E-mail:	
Parking Compliance:	
Is adequate on-site parking available for the construction crews? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
If no, please attach a parking plan which minimizes inconvenience to neighboring residents, and indicate if the property is in a permit parking area.	
Will road closings be required due to deliveries, equipment or other reasons? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Building Permit Filing Requirements:
Application will not be reviewed until the application is complete

- N/A ☒ Copy of stamped drawings approved by Montgomery County Department of Permitting Services (DPS) and the Historic Preservation Commission (HPC), if required. Every page of drawings must be clearly stamped.
- ☒ This application form, signed by resident.
- ☒ Boundary Survey
- ☐ Site Plan (see: Village Site Plan Checklist to ensure completeness)
- ☐ Building plans and specifications
- N/A ☒ Tree Preservation Plan requested of Village arborist (see: Village Tree Inspection Request form). All required tree protections must be fully installed before any work begins.
- ☒ Filing Fee (due at time of application). Fees schedule is listed in Chapter 6 of the Village Code.
- ☐ Damage deposit or performance bond (due when Building Permit is issued). Amount of required deposit or bond will be set by Village Manager.

Once this permit application is complete, the Village Manager will review the application and accompanying documents and, under most circumstances, act on the application within 5 to 10 working days.

If the Montgomery County permit is suspended, revoked or lapsed, the Village permit is automatically suspended, revoked or lapsed.

No signs advertising the architect, contractor, or any other service provider may be posted on the work site.

I hereby certify that I have the authority to make the foregoing application, that the application is correct, that I have read and understood all requirements and that the construction will conform to the regulations of the Montgomery County Zoning Code, the Village Code including Urban Forest code, and any covenants and easements on the subject property.

Applicant's Signature: 

Date: 3-21-2011

To be completed by Village staff:

Is this property within the historic district?

Yes

No

Staff Initials: JS

Date application filed with Village: 3/21/11

Date permit issued: _____

Expiration date: _____

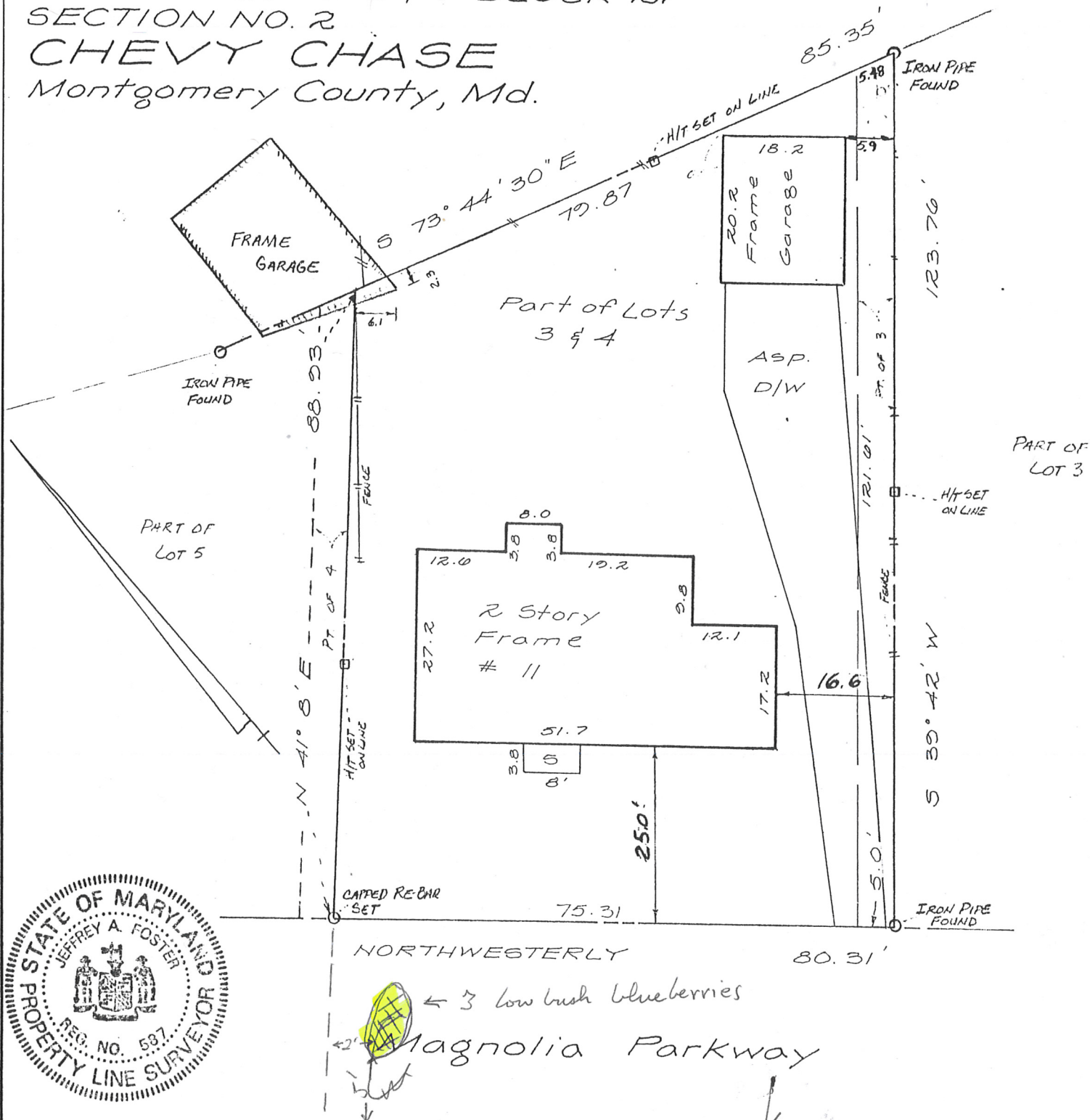
For Use By Village Manager	Application approved with the following conditions:
For Use By Village Manager	Application denied for the following reasons:

Filing Fees (due when application submitted)	Checks Payable to: Chevy Chase Village 5906 Connecticut Ave. Chevy Chase, MD 20815
Permit Application Fee: \$ <u>30.00</u> (see Permit Fee Worksheet)	
Tree Preservation Plan Fee: <input type="checkbox"/> \$250.00 <input checked="" type="checkbox"/> Not required for this project.	
TOTAL Fees: <u>\$ 30.00</u>	Date: <u>3/25/11</u> Staff Signature: <u>[Signature]</u>


Damage Deposit/Performance Bond (due when permit is issued)	Checks Payable to: Chevy Chase Village 5906 Connecticut Ave. Chevy Chase, MD 20815
<input type="checkbox"/> \$ _____ <input type="checkbox"/> Waived by Village Manager	Date: Staff signature:
Cost of damage to R-O-W: (calculated at close-out) Amount of refund:	Date: Staff signature:

For Village Staff use: Field file for inspections by Code Enforcement Officer has been created: <input type="checkbox"/> Yes (Date: _____)
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Location of House
 PART OF LOTS 3 & 4 BLOCK 27
 SECTION NO. 2
CHEVY CHASE
 Montgomery County, Md.



RECERTIFIED: 8-1-90. LOT STAKE OUT SURVEY PERFORMED 8-1-90.

SURVEYOR'S CERTIFICATE "I HEREBY CERTIFY THAT THIS INSPECTION WAS PERFORMED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE FOR REGISTERED SURVEYORS IN THE STATE AS ADOPTED BY THE MARYLAND SOCIETY OF SURVEYORS." <i>Jeffrey A. Foster</i> R.P.L.S. REGISTERED SURVEYOR MARYLAND NO. 587	REFERENCES PLAT BK. 2 PLAT NO. 100 LIBER 4468 FOLIO 894	<div style="text-align: center;">  </div> <div> SNIDER, BLANCHARD, & ASSOC., INC. SURVEYORS - ENGINEERS LAND PLANNING CONSULTANTS 2 Professional Dr., Suite 216 Gaithersburg, MD 20879 (301) 948-5100 </div>
	DATE OF SURVEYS WALL CHECK: HSE. LOC.: 8-4-81 BOUNDARY: 8-1-90	SCALE: 1" = 20' DRAWN BY: RB JOB NO.: 81-6029

Parcel Id. No. 07 - 00 456148 LICENSE TO USE PUBLIC RIGHT-OF-WAY
RECITALS

1. CHEVY CHASE VILLAGE, hereinafter referred to as the "Village," is a municipal corporation which holds, in trust for the public, the right-of-way known as 1 Magnolia Parkway.
2. Currently a portion of the aforesaid public right-of-way is not improved with a paved roadway or sidewalk.
3. Ralph & Betsy Stephens hereinafter referred to collectively as the "Owner," are the owners of Lot 3-4 27, Block 27, in the subdivision known as "CHEVY CHASE SECTION No. 2," as per plat recorded in Plat Book 2 at Plat 106 2, among the Land Records of Montgomery County, Maryland, also known as 11 Magnolia Parkway, hereinafter referred to as the "Property," which abuts the aforesaid public right-of-way.
4. The Owner has requested permission to use the public right-of-way for a private purpose, specifically to tear out existing (invasive) barberry bushes and plant instead a native lowbush blueberry (*vaccinium angustifolium*) maximum height 1' - 2' 2, as depicted in the plans approved for Permit Number 5888 on 1243463_1, 2011.
5. Section 8-31 of the Chevy Chase Village Code permits the Village to grant a revocable license for the private use of the public right-of-way.
6. Upon consideration of the plans submitted by the Owner, the Village has agreed to grant a revocable license to the Owner on the terms and conditions set forth herein. NOW, THEREFORE, in consideration of the mutual promises and obligations herein contained, One Dollar (\$1.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Village and the Owner hereby agree and covenant as follows.
 1. The Village hereby grants a revocable license to the Owner for the purpose of planting bushes, as depicted in the plans approved for Permit Number 5888 on 1243463_1, 2011. This license is limited to the unimproved portion of the public right-of-way abutting the property.
 2. The Owner hereby agrees to remove any plantings, structures, or improvements of any nature, at the Owner's sole expense, within ten (10) days of request therefor by the Village.
 3. The Owner hereby agrees to maintain the unimproved public right-of-way subject to this license as well as any plantings, structures or improvements placed there pursuant to this license at the Owner's sole expense.
 4. The Owner hereby agrees, jointly and severally, to indemnify and hold the Village and its officers and employees harmless from any and all losses, claims, damages, demands, liabilities or other obligations to persons or property resulting or arising in any way from the Owner's use of the area subject to this license or from the Owner's failure to properly maintain the licensed area.
 5. Any changes, modifications, additions or deletions to the plantings, structures or other improvements described herein shall require the further written consent of the Village.
 6. The Owner shall not permit any plantings, structures or other improvements to be in violation of any applicable law, ordinance or regulation, nor shall the Owner permit any illegal conduct to occur in the licensed area.
 7. The parties agree that this license can be revoked at any time in the sole discretion of the Village upon ten (10) days written notice.
 8. If the Owner fails to maintain the licensed area or upon revocation of this license fails to restore the licensed area to its condition prior to the execution of this license, the Village

reserves the right to enter the licensed area and perform such maintenance or other action as it deems appropriate, the cost of which shall be charged to the Owner and may be assessed against the Property along with property taxes. The Owner agrees to pay such assessment within fifteen (15) days of demand therefor. If collection action is instituted to collect the aforesaid assessment, the

Owner agrees to pay all costs of collection, including, but not limited to, reasonable attorneys' fees, expert witness fees, court costs, etc. The Owner agrees that attorneys' fees of twenty-five percent (25%) of the amount in controversy is reasonable.

9. Any plantings, structures or improvements left on the licensed area by the Owner upon the expiration of revocation of the license shall become the property of the Village. The foregoing shall not relieve the Owner of the obligation to remove any such plantings, structures or improvements at the time the license is terminated or revoked.

10. In the event exigent circumstances exist, the Village and/or its agents or contractors may perform work or take other actions in the area that is the subject of this License without prior notice to the Owner or the Owner's successor-in-interest. In such circumstances, neither the Owner nor the Owner's successor(s) in interest shall have any claim against the Village, its agents or contractors for damage to or interference with the improvements and/or plantings authorized by this License. Any restoration of the improvements and/or plantings after removal or damage by the Village, its agents or contractors shall be at the sole expense of the Owner.

11. The Owner understands that other governmental or quasi-governmental agencies, public utilities, franchisees and other similar entities may conduct activities, such as excavation, construction, demolition and installation of facilities in the public right-of-way. The Owner, on behalf of the Owner and the Owner's successors-in-interest, agrees that the Village shall not be responsible for any damage caused by the aforesaid entities to the plantings, structures and/or other improvements installed pursuant to this License.

12. The parties agree that the following shall be additional conditions of this license:

n/a

13. The parties agree that all obligations of the Owner as set forth herein shall be binding on the Owner, jointly and severally, and upon the Owner's heirs, administrators, successors and assigns, and shall be covenants running with the Property.

14. The Owner agrees that this revocable license may be recorded among the Land Records for Montgomery County, Maryland by the Village at the sole expense of the Owner. The Owner, or the Owner's successors in interest, shall be responsible for all costs of preparing and recording any release of the Owner's obligations hereunder upon termination or revocation of this license.

15. The undersigned owner(s) hereby represent to the Village that they are all of the owners of the Property.

IN WITNESS WHEREOF, the parties hereto have executed this license under seal on this _____ day of _____, 2011.

OWNER:

(SEAL)

(SEAL)

CHEVY CHASE VILLAGE

By: _____ Shana R. Davis-Cook, Village Manager

Chevy Chase Village
Website Posting Notice
for Appeal, Special Permit & Variance Hearings

Case Number: 5888

Hearing Date: April 11, 2011

By signing below, I acknowledge as the applicant/appellant in the above-referenced case number that all supporting information and documentation for my case will be posted on the Village's website at <www.chevychasevillagemd.gov> for review by the general public.

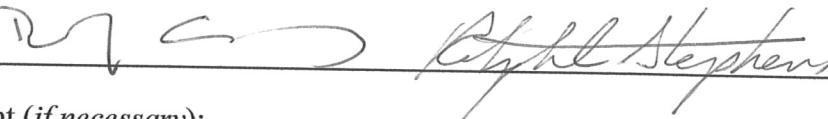
Applicant/Appellant Name: Ralph & Betsy Stephens

Address: 11 Magnolia Pkwy

Telephone: 301-656-6132

E-mail: bstephens@attglobal.net

Applicant/Appellant Signature:




Agent Name for applicant/appellant (if necessary):

Telephone:

Address:

E-mail:

Signature of agent:

Village staff initials: 

Date: 3/21/11

CCV Permitting

From: Betsy Stephens [bstephens@attglobal.net]
Sent: Wednesday, March 30, 2011 11:24 AM
To: David Winstead
Cc: CCV Permitting
Subject: Re: Attn: Ms Ellen Sands

Dear David:

I would like to speak at the Board Meeting on April 11th about the permit for which we have applied.

Our current regulation requires \$350 to obtain a license to plant anything other than grass, flowers or ground cover in the ROW. Our application is to replace three barberry bushes that are invasive and environmentally destructive. We plan to replace them with three native blueberry bushes with a maximum growth of 1'-2'. The cost is out of bounds for a replacement of an environmentally destructive plants with environmentally beneficial ones (that cost very little). This is the same issue that came up when the Heilmans wanted to replace their old fence with a new one that would have cost significantly more in license fees than the cost of the replacement fence.

Regards/ Betsy

On 3/28/11 12:24 PM, "CCV Permitting" <ccvpermitting@montgomerycountymd.gov> wrote:

David Winstead

> Mr. Stephens,
> Yes, per section 8-31(a) of the Village Code:
> "No structures, play equipment, fence, wall, tree hedge or shrubbery
> or any growth, except grass, ground cover, flowers and similar
> plantings shall be placed on public property devoted to private use
> without the owner first having obtained a license and having signed a
> right-of-way agreement. The filing of any right-of-way license
> agreement with the county recording department shall be done by the
> Village at the expense of the property owner receiving such license."
>

> The fee for the license is \$350.00, which covers the recordation fee,
> however you do not need to pay this fee until after receiving Board
> approval at the Board meeting on April 11. Please let me know if you
> have any other questions. Thank you.
>

> Ellen Sands
> Permitting and Code Enforcement Coordinator Chevy Chase Village Tele.
> 301-654-7300 FAX 301-907-9721
>

> ccvpermitting@montgomerycountymd.gov
> www.chevychasevillagemd.gov
>

> -----Original Message-----

> From: Betsy Stephens [mailto:bstephens@attglobal.net]
> Sent: Monday, March 28, 2011 12:12 PM
> To: CCV Permitting
> Subject: Attn: Ms Ellen Sands

>
> Dear Ms. Sands--Please recall that when you and I spoke in your office
> a week or so ago, you were going to try to discover whether or not
> Betsy and I would be asked to obtain a \$350.00 license in order to
> plant three small blueberry bushes in the Magnolia Parkway right of
> way. I wonder if you have had luck with your search. Regards/Ralph
> Stephens

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